

Law Office of John J. LaRivee, Esq.  
21 Wingate Street, Suite 105  
Haverhill, Massachusetts 01832

ADMITTED IN MASSACHUSETTS  
& NEW HAMPSHIRE

(978) 373-8008  
(978) 373-8826 (fax)

CERTIFIED MAIL RRR 7003 1061 0601 1266 8825

Essex County Superior Court  
Attn: Civil Clerk  
43 Appleton Way  
Lawrence, MA 01841

03-23270

*Gilchrist v. Liberty Mutual Insurance*

Dear Clerk:

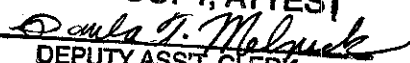
Please find civil action cover sheet, statement of damages, complaint and entry fee enclosed regarding the above matter. Please do not hesitate to contact this office should you need anything further.

Sincerely,

  
John J. LaRivee, Esq.  
12/6/03

RAL

A TRUE COPY, ATTEST

  
DEPUTY ASST. CLERK

**CIVIL ACTION  
COVER SHEET**

DOCKET NO. (S)

03-2327D

Filed 04/30/2004

**Trial Court of Massachusetts  
Superior Court Department**  
County: \_\_\_\_\_



PLAINTIFF(S)

INEZ GILCHRIST

DEFENDANT(S)

LIBERTY MUTUAL INSURANCE CO.

ATTORNEY, FIRM NAME, ADDRESS AND TELEPHONE

John J. LaRivee, Esq.  
21 WINGATE ST #105, HAVERHILL MA 01822

ATTORNEY (if known)

Board of Bar Overseers number: 556912 Tel 978 373-8008

1a

**Origin code and track designation**

Place an x in one box only:

- ☒ 1. F01 Original Complaint  
☐ 2. F02 Removal to Sup.Ct. C.231,s.104  
(Before trial) (F)  
☐ 3. F03 Retransfer to Sup.Ct. C.231,s.102C (X)

- ☐ 4. F04 District Court Appeal c.231, s. 97 & 104 (After trial) (X)  
☐ 5. F05 Reactivated after rescript; relief from judgment/Order (Mass.R.Civ.P. 60) (X)  
☐ 6. E10 Summary Process Appeal (X)

**TYPE OF ACTION AND TRACK DESIGNATION (See reverse side)**

CODE NO.

TYPE OF ACTION (specify)

TRACK

IS THIS A JURY CASE?

A99

INSURANCE (DISABILITY) (F)

(X) Yes

( ) No

The following is a full, itemized and detailed statement of the facts on which plaintiff relies to determine money damages. For this form, disregard double or treble damage claims; indicate single damages only.

**TORT CLAIMS**

(Attach additional sheets as necessary)

**A. Documented medical expenses to date:**

- |  |    |
|--|----|
| 1. Total hospital expenses .....         | \$ |
| 2. Total Doctor expenses .....           | \$ |
| 3. Total chiropractic expenses .....     | \$ |
| 4. Total physical therapy expenses ..... | \$ |
| 5. Total other expenses (describe) ..... | \$ |

Subtotal \$

**B. Documented lost wages and compensation to date .....**

**C. Documented property damages to date .....**

**D. Reasonably anticipated future medical and hospital expenses .....**

**E. Reasonably anticipated lost wages .....**

**F. Other documented items of damages (describe) .....**

**G. Brief description of plaintiff's injury, including nature and extent of injury (describe)**

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*Paula T. McGuirk*  
DEPUTY ASST. CLERK

TOTAL \$

**CONTRACT CLAIMS**

(Attach additional sheets as necessary)

**Provide a detailed description of claim(s):**

Wrongful denial of short-term and long term disability insurance with 93A/176D county negligence court, back of implied covenant of good faith & fair dealing. Lost benefits of STD at \$322/wk x 16wks and LTD at \$276/wk x 68wks. Continuing another 28 weeks.

TOTAL \$31,000.00

PLEASE IDENTIFY, BY CASE NUMBER, NAME AND COUNTY, ANY RELATED ACTION PENDING IN THE SUPERIOR COURT DEPARTMENT

"I hereby certify that I have complied with the requirements of Rule 5 of the Supreme Judicial Court Uniform Rules on Dispute Resolution (SJC Rule 1:18) requiring that I provide my clients with information about court-connected dispute resolution services and discuss with them the advantages and disadvantages of the various methods."

Signature of Attorney of Record

*[Signature]*

DATE: 12/6/03

COMMONWEALTH OF MASSACHUSETTS

Essex, SS.

Superior Court  
Civil Action No.

03-23270

INEZ GILCHRIST  
Plaintiff  
v.  
LIBERTY MUTUAL  
INSURANCE COMPANY  
Defendant

COMPLAINT  
AND DEMAND FOR JURY TRIAL

PARTIES

1. The plaintiff, Inez Gilchrist, ("Plaintiff"), is an individual residing in Haverhill, Massachusetts.
2. The defendant, Liberty Mutual Insurance Company is, upon information and belief, a Massachusetts corporation with a principal place of business in Massachusetts and a disability claims office in Dover, New Hampshire.

GENERAL ALLEGATIONS OF FACT

3. The plaintiff is a person insured for short term disability benefits and long term disability under policies of insurance issued by Liberty Mutual Insurance Company and sponsored her employer McKesson HBOC.
4. On or about February 25, 2002, the plaintiff became disabled from her regular occupation due to, *inter alia*, Menorrhagia, iron deficiency and pelvic cramping, chronic pelvic pain/ utero fibrosis.
5. Her physician advised that she needed a total hysterectomy and would be unable to work for at least six to eight weeks after the surgery.
6. The surgery was initially scheduled for May 13, 2002.
7. The plaintiff and her physicians completed the necessary paperwork, including medical authorizations, to apply for the subject short term disability benefits.
8. Then plaintiff was approved for short term disability benefits by Liberty and received short term disability benefits from February 26/2002 through May 13 2002.

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*Paula T. Melnick*  
DEPUTY ASST. CLERK

9. The plaintiff's surgery had to be rescheduled to June 28, 2002 due to an abnormality discovered in a presurgical cardiac test, and the need for further follow up evaluation. Liberty was advised of this rescheduling and the need thereof.

10. By letter from Liberty dated June 11, 2002 the plaintiff was told that her claim was closed as of May 14, 2002 because "[Y]ou are able to perform the duties of our job at McKesson because you did not undergo surgery."

11. The June 11, 2002 letter advised she had 180 days to request a review of the decision, and that Liberty would respond with a decision within 45 days of the request unless there were special circumstances requiring an additional 45 days.

12. The surgery was performed on June 28, 2002.

13. The plaintiff did not recover well from the surgery. She developed sciatica, and was clinically depressed and remained unable to work.

14. The plaintiff also developed carpal tunnel syndrome.

15. The plaintiff's physician updated Liberty with records as to her medical status, but this was not intended to be or presented to be a request for review.

16. The plaintiff received a letter from Liberty dated August 14, 2002 requesting additional medical information by september 12, 2002 and stating that the decision on the review would be based on information in the file if not received by that date.

17. The plaintiff obtained counsel who by facsimile correspondence on September 11, 2002, advised Liberty, in sum, that the physician's record was not a request for review, that the plaintiff was still disabled, and asked that the Liberty not make its final decision until after she commenced a formal review through counsel within the 180 day appeal period.

18. By letter dated September 11, 2002, Liberty stated that " Ms. Gilchrist will have until December 7, 2002 with no additional extensions" so submit her request for review.

19. On November 22, and again on November 27, 2003, plaintiff's counsel requested a copy of the STD plan by voice mail to the adjuster at Liberty handling the claim, and received no reply.

20. By letter dated December 4, 2002 (mailed Express Mail next day delivery confirmed by the USPS) the plaintiff commenced the request for the review of the denial of her Short term Disability

benefits.

21. Said letter, in sum, included updated medical records; pointed out the faulty logic in Liberty's assertion that the plaintiff was not disabled because she did not have surgery, requested reinstatement of the Short term disability benefits to long term disability benefits at the end of the STD period, and again requested a copy of the short term disability plan.

22. On February 13, 2003, plaintiff's counsel left a voice message with Liberty requesting the status of the appeal and also again repeating the request for a copy of the short term disability plan. There was again no reply.

23. On March 21, 2003, plaintiff counsel sent a certified letter to Liberty (receipt confirmed), noting that over 90 days had passed since the commencement of the appeal, requesting status and again asking for a copy of the STD plan. There was again no reply.

24. On July 10, 2003, plaintiff through counsel sent a certified demand letter pursuant to Mass. Gen. Laws Ch 93A and 176(D) to Liberty (receipt confirmed, a copy of the letter is enclosed as "Exhibit A") outlining the unfair and deceptive insurance practices engaged in by Liberty and again requesting a copy of the STD plan. Once again there has been no reply.

25. The plaintiff has not been paid the benefits to which she is entitled.

COUNT I  
(Breach of Contract STD)

26. The plaintiff incorporates paragraphs 1-25 above as if set forth fully herein.

27. The defendant, in exchange for good and valuable consideration paid by the plaintiff, was, under the contractual obligations of the policy of insurance required to cause plaintiffs short term disability benefits to be paid, was further required to conduct a fair, reasonable and timely review of her appeal, and otherwise administer her claim in accordance with the terms of the policy of insurance.

28. The defendant Liberty breached its contractual duties to the plaintiff.

29. The defendant's breach of contract caused the plaintiff to suffer damages, including loss short term disability benefits,



loss of long term disability benefits, attorneys fees, costs and emotional distress.

COUNT II  
(Breach of Contract LTD)

30. The plaintiff incorporates paragraphs 1-29 above as if set forth fully herein.<sup>2</sup>

31. The defendant, in exchange for good and valuable consideration paid by the plaintiff, was, under the contractual obligations of the policy of insurance required to cause plaintiff's long term disability benefits to be paid, and otherwise administer her claim in accordance with the terms of the policy of insurance.

32. The defendant Liberty breached its contractual duties to the plaintiff.

33. The defendant's breach of contract caused the plaintiff to suffer damages, including loss of long term disability benefits, attorneys fees, costs and emotional distress.

COUNT III  
(Negligence)

34. Plaintiff repeats the allegations of paragraphs 1-33 above as if set forth fully herein.

35.. The defendant Liberty Mutual owed a duty of reasonable care in administering the plaintiff's claim for short term and/or long term disability benefits.

36. The defendant breached this duty by, *inter alia*, properly reviewing and then denying the claim, not providing plan documents upon request, commencing review prior to plaintiff's request, not providing a written decision on the appeal, and ignoring communications from the plaintiff's counsel. defendant further breached its duty by negligently supervising its agents servants and employees responsible for plaintiff's claims.

37. Defendant's negligence proximately caused the plaintiff to suffer damages including lost short term disability benefits, loss of long term disability benefits, attorneys fees, costs and emotional distress.

COUNT IV

(Breach of Covenant of good faith and fair dealing)

38. Plaintiff repeats the allegations of paragraphs 1-39 above as if set forth fully herein.

39. The defendant breached a covenant of good faith and fair dealing with the plaintiff by, *inter alia*, improperly reviewing and then denying the claims, not providing plan documents upon request, commencing review prior to plaintiff's request, not providing a written decision on the appeal, and ignoring communications from the plaintiff's counsel.

40. The defendant's breach of the covenant of good faith and fair dealing caused the plaintiff damages as set forth above.

COUNT V

(Violations of Mass. Gen Laws Ch 93A and 176D)

38. Plaintiff repeats the allegations of paragraphs 1-39 above as if set forth fully herein.

39. The defendant engaged in unfair claims settlement practices as dined in Mass. Gen Laws. 93 A Sec. 9 and Mass Gen laws Ch 176 D sec. 3 (9), including but not limited to, subparts a,b,d,f, and n.

40. Such unfair practices, in the course of trade or commerce, as set forth above, consisted of *inter alia*, improperly reviewing and then denying the claims, not providing plan documents upon request, not conducting a reasonable investigation, commencing review prior to plaintiff's request, not providing a written decision on the appeal, and ignoring communications from the plaintiff's counsel.

41. Pursuant to Mass. Gen Laws Ch. 93A sec. 9(3) a thirty day demand letter was mailed to the defendant (Attached as Exhibit A and incorporated by reference herein) and received on March 24, 2003.

42. The Defendant has failed to respond to said demand letter.

43. the defendant's conduct was wilful or knowing.

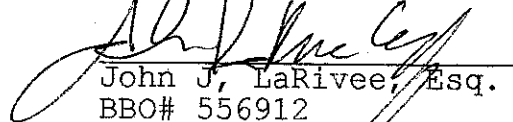
Wherefore, plaintiff demands judgment against the defendant as follows;

- 1) Judgment for her damages as to each count;
- 2) Treble, or, alternatively double damages provided by Mass. Gen Laws Ch 93A sec. 9(3).

- 3) Reinstatement of past and future LTD and STD benefits;
- 4) Attorneys fees, interest (pre and post judgment) and costs;
- 5) whatever other such relief this court deemed reasonable and just.

PLAINTIFFS DEMANDS TRIAL BY JURY ON ALL ISSUES SO TRIABLE.

By her Attorney,

  
John J. LaRivee, Esq.

BBO# 556912

21 Wingate Street

Suite 105

Haverhill, MA 01832

(978) 373.8008

Date: 2/6/05



EXHIBIT A

Law Office of John J. LaRivee, Esq.  
21 Wingate Street, Suite 105  
Haverhill, Massachusetts 01832

ADMITTED IN MASSACHUSETTS  
& NEW HAMPSHIRE

(978) 373-9009  
FAX (978) 373-8626

CERT MAIL 7001 1140 0002 8387 4154

Liberty Mutual Insurance  
Group Disability Claims  
P.O. Box 1525  
Dover, NH 03821

July 10, 2003

RE: Inez Gilchrist  
Claim # 1024734  
d/o/b 2/24/58  
SSN 421-88-1657

Dear Sir/Madam:

This letter is submitted as a demand for relief in accordance with Mass. Gen. Laws Ch. 93A secs. 2 and 9, and Mass. Gen. Laws Ch. 176D secs. 3(9) for unfair and deceptive insurance practices.

Ms. Gilchrist's claim for short term disability benefits was denied by letter of June 11, 2002. In that letter she was advised that she had 180 days to commence an appeal. Ms. Gilchrist's physician then sent a note updating the current status of her disability. Ms. Gilchrist did not commence an appeal at that time. Nevertheless, she received a letter from Liberty dated August 14, 2002 which stated that her file was being reviewed and that she had until September 12, 2002 to submit additional medical documentation, or that the decision on her claim would be based only on the information contained in the file. She retained counsel who faxed a letter to Liberty on September 11, 2002 which included additional medical records, and pointed out that Ms. Gilchrist was not near the end of her appeal period, and that the note from her physician was not the appeal. By letter of the same date, Liberty responded, in sum, that Ms. Gilchrist had until December 7, 2002 to commence her appeal.

On November 22 and again on November 27, 2002, Ms. Gilchrist's counsel left a voice message with the adjuster requesting a copy of the STD plan. The calls were not returned.

Ms. Gilchrist commenced her appeal by letter, through counsel, dated December 4, 2002 and received by Liberty on December 5, 2002. A copy of this letter (without enclosures) is enclosed herein along with a copy of the proof of receipt. In sum, the letter stated that the denial of Ms. Gilchrist's benefits was ludicrous as it was based on the twisted logic that, because her

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*Paula T. Melnick*  
DEPUTY ASS'T. CLERK

surgery was postponed, she was somehow no longer disabled. The letter contained updated medical records, requested a copy of the STD plan, and also requested that Ms. Gilchrist be put on long term disability at the close of the STD period. Please refer to said letter for the full discussion.

On February 13, 2003, Ms. Gilchrist's counsel left a voice message with Karilann Sneirsen, Appeal review consultant, enquiring as to the status of the appeal and again requesting a copy of the STD plan. There was no response. On March 21, 2003 counsel sent a certified letter noting that over 90 days had elapsed since the commencement of the appeal, and again requested a copy of the STD plan. To date there has been no response from Liberty.

I call your attention to the following provisions of Mass Gen. Laws Ch 176D sec. 3(9):

*(9) Unfair claim settlement practices : an unfair claims settlement practice shall consist of any of the following acts or omissions.*

*(a) misrepresenting certain facts or insurance policy provisions relating to coverages at issue;*

*(b) failing to acknowledge and act reasonably promptly upon communications with respect to claims arising under insurance policies.*

*(d) refusing to pay claims without conducting a reasonable investigation based upon all information;*

*(f) failing to effectuate prompt, fair and equitable settlement of claims in which liability has become reasonably clear; and*

*(n) failing to provide promptly a reasonable explanation of the basis in the insurance policy in relation to the facts or applicable law for the denial of a claim or for the offer of a compromise settlement.*

Liberty misrepresented pertinent facts by failing to acknowledge or consider that the postponement of surgery was medically necessary and in no way indicated that Ms. Gilchrist was fit to return to work. Further, Liberty undertook to commence an appeal prior to the claimant's request, based simply on a doctor's note, and thus further pressured the insured to come up with additional medical documentation before she was ready, and before the close of the appeal period allowed under the policy.

Liberty failed to conduct a reasonable investigation. Even the most cursory review of the medical records would have revealed that the postponement of surgery was necessitated by the seriousness of her condition, not an improvement. Liberty failed to effectuate a prompt fair and equitable settlement of this

claim in which liability is blatantly clear, and Liberty further failed to provide a reasonable explanation for its decision. Indeed, it has been over six months since the appeal was commenced and no explanation has been provided. Written and telephonic communications have simply not been returned. Further, plan documents have not been produced despite repeated requests.

Were this a claim under ERISA, Ms. Gilchrist would have more than enough evidence to prevail even under an arbitrary and capricious standard of review, were one to be applied. As the file indicates this is a non-ERISA plan, an action will be brought under the laws of the Commonwealth of Massachusetts, including the consumer protection laws as cited above, with multiple damages, attorneys' fees and costs, if this matter is not resolved, fully, fairly and promptly on Ms. Gilchrist's behalf.

Ms. Gilchrist, is by my calculations, entitled to an additional 16 weeks of STD benefits at \$322.00 per week in addition to the benefits previously paid. Further, as Ms. Gilchrist remains disabled she is, by my calculations, entitled to long term disability benefits at \$276.00 per week for the past nearly one year and continuing. Ms. Gilchrist has also been caused attorneys' fees, emotional distress and upset over this entire matter. However, in the interest of resolving this promptly, Ms. Gilchrist demands \$30,000.00 (THIRTY THOUSAND DOLLARS) and to be put on LTD benefits to resolve this matter fully and fairly short of litigation.

Finally, please be advised that nothing set forth in this letter, nor any act of Ms. Gilchrist or her attorney, is to be construed as a waiver or relinquishment of any right or rights of Ms. Gilchrist or her attorney, whether specified in this letter or not. Ms Gilchrist fully reserves all rights available to her under the terms of any applicable policy of insurance and the law. Ms Gilchrist further reserves the right to raise her demand if a favorable response is not received within 30 days of your receipt of this letter.

Sincerely,

  
John J. LaRivee, Esq.

enc.

Commonwealth of Massachusetts  
County of Essex  
The Superior Court

CIVIL DOCKET# **ESCV2003-02327-D**RE: **Gilchrist v Liberty Mutual Insurance Co**

TO: John J LaRivee, Esquire  
21 Wingate St., Ste.#105  
Haverhill, MA 01832

**TRACKING ORDER - F TRACK**

You are hereby notified that this case is on the **fast (F) track** as per Superior Court Standing Order 1-88. The order requires that the various stages of litigation described below must be completed not later than the deadlines indicated.

**STAGES OF LITIGATION****DEADLINE**

Service of process made and return filed with the Court	03/07/2004
Response to the complaint filed (also see MRCP 12)	05/06/2004
All motions under MRCP 12, 19, and 20 filed	05/06/2004
All motions under MRCP 15 filed	05/06/2004
All discovery requests and depositions completed	10/03/2004
All motions under MRCP 56 served and heard	11/02/2004
Final pre-trial conference held and firm trial date set	12/02/2004
Case disposed	01/31/2005


The final pre-trial deadline is **not the scheduled date of the conference**. You will be notified of that date at a later time.

**Counsel for plaintiff must serve this tracking order on defendant before the deadline for filing return of service.**

This case is assigned to session **D** sitting in  
**CtRm 1 (Lawrence) at Essex Superior Court.**

Dated: 12/08/2003

**A TRUE COPY, ATTEST**

  
DEPUTY ASST. CLERK

Thomas H. Driscoll Jr.,  
Clerk of Courts

BY:

Edward D. Sullivan  
Assistant Clerk

Location: CtRm 1 (Lawrence)  
Telephone: (978) 687-7463

Check website as to status of case: <http://ma-trialcourts.org/tcic>

COMMONWEALTH OF MASSACHUSETTS

Essex, SS.

Superior Court  
C. A. No. ESCV2003-02327D

INEZ GILCHRIST  
Plaintiff

v.

LIBERTY MUTUAL  
INSURANCE COMPANY  
Defendant

MOTION TO EXTEND TIME  
FOR SERVICE 30 DAYS

MAR - 8 04

Now comes plaintiff in the above entitled acetoin and moves for an additional 30 days from the tracking order to file the return of service relative to the above captioned matter. As grounds therefore, plaintiff states:

1. Plaintiff's counsel forwarded the subject process for service on the defendant, Liberty Mutual Insurance Company, by first class mail to the Suffolk County Sheriff's Department on or about February 21, 2004 for service at the defendant's headquarters in Boston. Having done business with said Sheriff's Office in the past, plaintiff's counsel anticipated such service would be effectuated promptly.

2. Early in the week of March 1, 2004, plaintiff's counsel called the Sheriff's office to enquire at to the status of the service. Upon calling there was no opportunity to speak with a live person. Rather, there was a general voice message stating that there was a delay in processing all paperwork due to a "software conversion." The message further asked for patience and instructed callers to leave a voice message.

3. Plaintiff's counsel left a voice message regarding this specific case and stated that the return of service was due to the court no later than March 8, 2004.

4. Having received no return call, plaintiff's counsel again called the Sheriff's Office on March 3, 2004 and left a message similar to the first.

5. As of this writing, the Sheriff's office has still not

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DEPUTY ASST. CLERK

returned the call, and plaintiff's counsel anticipates that service will not effectuated within the time stated in the tracking order.

6. Defendant Liberty Mutual Insurance Company is a large and prominent corporation, service upon which should be a quick and simple matter once the "software conversion" problem at the Sheriff's office is overcome.

7. Allowance of this motion is in the in the interest of justice as the delay in service has been due to unforeseen events beyond the control of plaintiff and her counsel, and allowance of this motion will not cause undue delay to the court or prejudice to any party.

8. Superior Court Rule 9A is not applicable as no party has entered an appearance.

Wherefore, plaitiff moves she be granted an additional 30 days to file the return of service.

By her Attorney,

  
John J. LaRivee, Esq.

BBO# 556912

21 Wingate Street

Suite 105

Haverhill, MA 01832

(978) 373.8008

Date: 3/5/04



(TO PLAINTIFF'S ATTORNEY: *Please Circle Type of Action Involved:* — TORT — MOTOR VEHICLE TORT —  
CONTRACT — EQUITABLE RELIEF — OTHER.)

# COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

SUPERIOR COURT  
CIVIL ACTION  
No.

ESCV0008-02327-D

Inez Gilchrist

, Plaintiff(s)

v.

Liberty Mutual Insurance Company

, Defendant(s)

## SUMMONS

To the above named Defendant:

You are hereby summoned and required to serve upon John J. LaRivee, Esq.,  
plaintiff's attorney, whose address is 21 Wingate Street, #105, an answer to the  
complaint which is herewith served upon you, within 20 days after service of this summons upon you, exclusive of the  
day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the  
complaint. You are also required to file your answer to the complaint in the office of the Clerk of this court at  
Lawrence either before service upon plaintiff's attorney or within a reasonable time thereafter.

Unless otherwise provided by Rule 13 (a), your answer must state as a counterclaim any claim which you may  
have against the plaintiff which arises out of the transaction or occurrence that is the subject matter of the plaintiff's  
claim or you will thereafter be barred from making such claim in any other action.

JOHN J. IRWIN, JR.

WITNESS [Signature] Esquire, at Salem, the 21<sup>st</sup>  
day of February, in the year of our Lord one thousand  
nine hundred and ninety 2004.

A TRUE COPY, ATTEST

Paula J. Melnick  
DEPUTY ASST. CLERK

[Signature]  
Clerk

### NOTES:

1. This summons is issued pursuant to Rule 4 of the Massachusetts Rules of Civil Procedure.
2. When more than one defendant is involved, the names of all defendants should appear in the caption. If a separate summons is used for each defendant, each should be addressed to the particular defendant.

Office #30

NOTICE TO DEFENDANT — You need not appear personally in court to answer the complaint, but if you claim to have a defense, either you or your attorney must serve a copy of your written answer within 20 days as specified herein and also file the original in the Clerk's Office.



UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

04 10638 RGS

INEZ GILCHRIST,

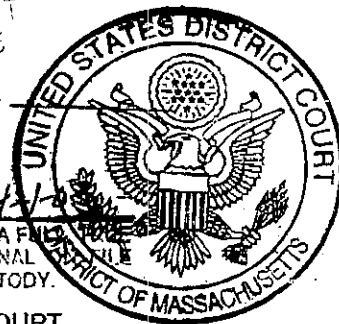
Plaintiff

v.

LIBERTY MUTUAL INSURANCE  
COMPANY,

Defendant

TOL 03-1 P 3 00

U.S. DISTRICT COURT  
DISTRICT OF MASS.  
Civil Action No.I HEREBY ATTEST AND CERTIFY ON 4/30/04  
THAT THE FOREGOING DOCUMENT IS A FILED  
AND CORRECT COPY OF THE ORIGINAL  
IN MY OFFICE AND IN MY LEGAL CUSTODY.CLERK, U.S. DISTRICT COURT  
DISTRICT OF MASSACHUSETTS**NOTICE OF REMOVAL**TO THE JUDGES OF THE UNITED STATES DISTRICT COURT FOR THE  
DISTRICT OF MASSACHUSETTS:

PLEASE TAKE NOTICE the Defendant, Liberty Mutual Insurance Company, hereby serves notice of removal of the above-entitled action to this Court and makes the following showing in support of such removal:

**PLEADINGS AND PROCEEDINGS TO DATE**

1. On or about December 6, 2003, an action was commenced in Suffolk Superior Court of the Commonwealth of Massachusetts, entitled Inez Gilchrist v. Liberty Mutual Insurance Company, Civil Action No. 03-02327-D, by the filing of a Summons and Complaint, copies of which are attached hereto as Exhibit A.

2. The first date upon which the Defendant received a copy of said Complaint was March 3, 2004. The foregoing Summons and Complaint and the Tracking Order constitute all the process, pleadings, and orders received by the Defendant to date. No further proceedings have occurred in the state action.

3. This Court has original jurisdiction of this action pursuant to 28 U.S.C. §1331, as it involves questions involving the laws of the United States. Specifically, this action involves a

04 10638 RGS

Commonwealth of Massachusetts

County of Essex  
The Superior Court

CIVIL DOCKET# ESCV2003-02327

Gilchrist

vs.

Liberty Mutual Insurance Co

---

ORDER OF TRANSFER

Pursuant to Massachusetts General Laws Chapter 231, Section 102C, as amended, and in accordance with Superior Court Rule 29, the above referenced case is

ORDER transferring case to United States District Court

Dated at Lawrence, Massachusetts this 28th day of April, 2004.

Thomas H. Driscoll Jr.,  
Clerk of the Courts

BY: ..... *Paula T. Melnick* .....  
Deputy Assistant Clerk

Telephone: (978) 687-7463

A TRUE COPY, ATTEST

*Paula T. Melnick*  
DEPUTY ASS'T. CLERK

**ESCV2003-02327**  
**Gilchrist v Liberty Mutual Insurance Co**

<b>File Date</b>	12/08/2003	<b>Status</b>	Disposed: transfered to other court (dtrans)
<b>Status Date</b>	04/28/2004	<b>Session</b>	D - Civil-CtRm 2 (Lawrence)
<b>Origin</b>	1	<b>Case Type</b>	A99 - Misc contract
<b>Lead Case</b>		<b>Track</b>	F

<b>Service</b>	04/07/2004	<b>Answer</b>	05/06/2004	<b>Rule12/19/20</b>	05/06/2004
<b>Rule 15</b>	05/06/2004	<b>Discovery</b>	10/03/2004	<b>Rule 56</b>	11/02/2004
<b>Final PTC</b>	12/02/2004	<b>Disposition</b>	01/31/2005	<b>Jury Trial</b>	Unknown

**PARTIES**

**Plaintiff**

Inez Gilchrist  
Active 12/08/2003

**Private Counsel 556912**

John J LaRivee  
21 Wingate St., Ste.#105  
Haverhill, MA 01832  
Phone: 978-373-8008  
Fax: 978-373-8826  
Active 12/08/2003 Notify

**Defendant**

Liberty Mutual Insurance Co  
Served: 03/03/2004  
Served (answr pending) 04/02/2004

**ENTRIES**

Date	Paper	Text
12/08/2003	1.0	Complaint & civil action cover sheet filed
12/08/2003		Origin 1, Type A99, Track F.
03/08/2004	2.0	Plaintiff's MOTION to extend time for service of process until April 07, 2004
03/17/2004		MOTION (P#2) ALLOWED, 30 days additional time is granted. (Patrick Riley, Justice) Notices mailed March 18, 2004
04/02/2004	3.0	SERVICE RETURNED: Liberty Mutual Insurance Co(Defendant) in hand to agent, person in charge at time of service
04/28/2004	4.0	Certified copy on Notice of Removal
04/28/2004	5.0	ORDER transferring case to United States District Court
04/28/2004		Case REMOVED this date to US District Court of Massachusetts

**EVENTS**

Date	Session	Event	Result
12/08/2004	Civil-CtRm 2 (Lawrence)	Status: Review Annual Fee	

A TRUE COPY, ATTEST

*Paula J. Melnick*  
DEPUTY ACT. CLERK



Jackson Lewis LLP  
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APR 30 2 40 PM '04  
April 30, 2004

U.S. DISTRICT COURT  
DISTRICT OF MASS

**VIA HAND DELIVERY**

Clerk of Court  
United States District Court  
District of Massachusetts  
U.S. Courthouse  
1 Courthouse Way, Room 2300  
Boston, MA 02210

Re: Gilchrist v. Liberty Mutual Insurance Company  
Civil Action No. 1:04-cv-10638-RGS

Dear Sir/Madam:

Enclosed for filing and docketing, please find the certified copies of the state court records regarding the above matter, which are submitted pursuant to Local Rule 81.1.

Please date-stamp the enclosed copy of this letter and return it in the enclosed self-addressed stamped envelope. Thank you.

Very truly yours,

JACKSON LEWIS LLP

Richard W. Paterniti

RWP/th

Enclosure

cc: John LaRivee  
Andrew C. Pickett